

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>In re:</b>  <b>FIELDWOOD ENERGY LLC, et al.,</b>  <b>Debtors.<sup>1</sup></b>	<b>§</b> <b>§</b> <b>§</b> <b>§</b> <b>§</b> <b>§</b> <b>§</b>	<b>Chapter 11</b>  <b>Case No. 20-33948 (MI)</b>  <b>(Jointly Administered)</b> <b>Re: Docket No. 1046</b>
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**ORDER (I) AUTHORIZING AND APPROVING  
SETTLEMENT AGREEMENT BETWEEN DEBTORS AND  
SANARE ENERGY PARTNERS LLC AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> filed March 17, 2021, of the above-captioned Debtors for entry of an order pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019 (a) authorizing Fieldwood’s entry into and approving the Settlement Agreement by and among Fieldwood and Sanare Energy Partners LLC (“**Sanare**” and collectively with Fieldwood, the “**Parties**”), attached hereto as **Exhibit 1**, and (b) granting related relief, all as more fully set forth in the Motion; and upon consideration of the *Declaration of Michael T. Dane in Support of Debtors’ Motion Pursuant to Section 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019 for Entry of an Order (I) Authorizing and Approving Settlement Agreement Between Debtors and Sanare Energy Partners LLC and (II) Granting Related Relief*; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and a hearing, if any, having been held to consider the relief requested in the Motion; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is fair, reasonable, and in the best interests of the Debtors and their respective estates and creditors and entry into the Settlement Agreement represents a sound exercise of business judgment; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT**

1. The Settlement Agreement is hereby approved pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019 and Fieldwood is authorized to enter into the Settlement Agreement.
2. Fieldwood is authorized to enter into, perform, execute, and deliver all documents, and take all actions, necessary to immediately continue and fully implement the Settlement Agreement in accordance with the terms, conditions, and agreements set forth therein, all of which are hereby approved.
3. The Debtors are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order.

4. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: \_\_\_\_\_, 2021  
Houston, Texas

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THE HONORABLE MARVIN ISGUR  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Settlement Agreement**

## **RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement (the "**Agreement**") is entered into and made effective as of January 28, 2021 (the "**Effective Date**") by and between Fieldwood Energy LLC ("**Fieldwood**"), Fieldwood SD Offshore LLC ("**FSDO**") and Fieldwood Energy Offshore LLC ("**FEO**") (Fieldwood, FSDO and FEO are collectively referred to herein as "**Fieldwood**")<sup>1</sup> and Sanare Energy Partners LLC ("**Sanare**"). Fieldwood and Sanare may sometimes be referred to herein individually as a "Party" and together as the "Parties".

**WHEREAS**, Fieldwood and Sanare are working interest owners, or hold other beneficial interest in, in Vermillion 229 (OCS-G 27070) ("**VR 229**"), South Marsh Island 40 (OCS-G 13607) ("**SM 40**"), South Pass 89 (OCS-G 01618) ("**SP 89**"), Ship Shoal 252 (OCS-G 01529) ("**SS 252**"), in one or more segment(s) of the High Island Pipeline System ("**HIPS**"), in the Venice Dehydration Station located in Plaquemines Parish, Louisiana ("**Venice Dehy**"), and the Grand Chenier Separation Facility located in Cameron Parish, Louisiana ("**Grand Chenier**"); AND

**WHEREAS**, Fieldwood and Sanare are parties to that certain Production Handling Agreement dated effective September 1, 2004 governing SM 40 originally by and between Hunt Petroleum (AEC), Inc. and LLOG Exploration Offshore, Inc. (the "**SM 40 PHA**"), that certain Lease of Platform Space on SP 89 "B" Platform agreement dated effective November 1, 2012 originally by and between Apache Corporation and Black Elk Energy LLC (the "**SP 89 LOPS**"), that certain Offshore Operating Agreement dated March 30, 2009 governing SS 252 originally by and between Helis Oil & Gas Company, L.L.C. and Houston Energy, L.P., Et al. (the "**SS 252 OA**"), that certain Operating and Administrative Management Agreement dated June 1, 2009 originally by and between Chevron Pipe Line Company and Owners of the High Island Pipeline System (the "**HIPS OA**"), that certain Operation and Maintenance Agreement effective September 26, 1982 governing the Venice Dehydration Station located in Plaquemines Parish, Louisiana originally by and between Marathon Oil Company, ET al. and OKC Limited Partnership (the "**Venice OA**"), and that certain Conveyance and Operating Agreement governing Grand Chenier Separation Facilities in Cameron Parish Louisiana originally by and between Continental Oil Company and The Atlantic Refining Company, Et al. (the "**Chenier OA**"), together the SM 40 PHA, SP 89 LOPS, SS 252 OA, HIPS OA, Venice OA and the Chenier OA herein the "**AR JOAS**"; AND.

**WHEREAS**, Fieldwood and Sanare have outstanding joint interest billings and other charges associated with SM 40 PHA, SP 89, SS 252, HIPS, Venice Dehy and Grand Chenier from October 2018 to present in the below amounts, all owed to Fieldwood from Sanare and all as shown on **Exhibit "A"**, attached hereto and made a part hereof (collectively the "**Fieldwood Joint Interest Billings**") and Fieldwood and Sanare will have future joint interest billings owed to Fieldwood from Sanare which may be associated with any or all of the same properties as the Fieldwood Joint Interest Billings in the preceding sentence (the "**Future Fieldwood Joint Interest Billings**");

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<sup>1</sup> The Fieldwood entities that are parties to the AR JOAS and VR 229 JOA are identified in the specific operative agreements. The use of the collective term "Fieldwood" in this Agreement is not intended to amend or other alter the parties under such agreements.

Gross Fieldwood JIB Balance January through December 2020 Accounting Months	\$1,116,606.17
Plus: Fieldwood JIB Balance January 2021 Accounting Month	63,281.03
Plus: Fieldwood JIB Balance February 2021 Accounting Month* ( <i>see Note 1</i> )	65,000.00
Plus: Sanare's share of VR 229 Oil/Condensate Transportation and Separation fees paid by Fieldwood	773,372.75
<b>Total Gross Fieldwood JIBs through Feb 2021 Accounting Month (January 2021 Production Month)</b>	<b>2,018,259.95</b>
Less: VR 229 Sanare Net Revenue Withheld by Fieldwood and applied to VR 229 JIBs	(419,879.59)
<b>subtotal - JIB Balance Due Fieldwood through January 2021 Production Month (detail on Exhibit A)</b>	<b>1,598,380.36</b>
Less: Sanare JIB Balance January through December 2020 Accounting Months (detail on Exhibit B)	(106,941.98)
Less: VR 229 Sanare Net Revenue Withheld by Fieldwood and not applied to JIB balance	(393,326.03)
Less: VR 229 Sanare Net Revenue Withheld by Fieldwood for January 2021 Production Month** ( <i>see Note2</i> )	(566,012.00)
	<b>\$532,100.35</b>

\* *Note 1: Amount is estimate for JIB billings February 2021 Accounting Month (January 2021 Production Month).*

\*\* *Note 2: Amount is estimate for January 2021 Production Month.*

; AND

**WHEREAS**, Fieldwood and Sanare are parties to that certain Joint Operating Agreement dated effective August 15, 2008 originally by and between Hunt Oil Company and Hall-Houston Exploration III, L.P. (the “VR 229 JOA”), and to date Fieldwood has been applying Sanare’s proportionate share of VR 229 related revenue(s) (the “VR 229 Revenue”) against Fieldwood’s VR 229 accounts receivable owed by Sanare; AND

**WHEREAS**, the Parties propose to offset the Sanare Joint Interest Billings identified in Exhibit B against the Fieldwood Joint Interest Billings and, despite any language found in the AR JOAS or VR 229 JOA to the contrary, apply certain VR 229 Revenue against the Fieldwood Joint Interest Billings and continue applying the VR 229 Revenue against Fieldwood’s VR 229 accounts receivable owed by Sanare; AND

**WHEREAS**, the Parties desire to fully and finally settle the Fieldwood Joint Interest Billings and the Sanare Joint Interest Billings pursuant to the terms and conditions set forth in this Agreement; AND

**WHEREAS**, On July 3, 2020, Fieldwood filed a lawsuit against Sanare in a case styled *Fieldwood Energy LLC v. Sanare*, No. 2020-39647 pending in the 270<sup>th</sup> Judicial District of Harris County, Texas (the “State Court Lawsuit”); AND

**WHEREAS**, commencing on August 3, 2020, Fieldwood and certain of its affiliates filed with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”) voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”); AND

**WHEREAS**, on November 10, 2021, Fieldwood filed a notice of removal with the Bankruptcy Court, removing the State Court Lawsuit to the Bankruptcy Court in a case styled *Fieldwood Energy LLC v. Sanare*, Adversary Proceeding No. 20-03460 (the “Adversary Proceeding”); AND

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements as set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fieldwood and Sanare hereby agree as follows:

1. Pursuant to the terms of this Agreement, Sanare shall pay to Fieldwood \$532,100.35 (the “**Settlement Payment**”).<sup>2</sup> Sanare shall pay the Settlement Payment as follows:

1.1 **February 2021 Production Month:** Fieldwood will pay one hundred percent (100%) of the Office of Natural Resources and Revenue (“ONRR”) royalty burden. After deducting the ONRR royalty burden associated with Sanare’s approximately forty-nine (~49%) working interest share under the VR 229 JOA (“Sanare’s VR 229 Working Interest”), one hundred percent of the remaining February 2021 production month revenue associated with Sanare’s VR 229 Working Interest shall be applied to the Settlement Payment; AND

1.2 **Effective March 1, 2021 and until the Settlement Payment is paid in full:** Fieldwood grants Sanare the right to take-in-kind twenty percent (20%) of the gross production volume associated with the VR 229 JOA (defined herein as the “Sanare Settlement Production Share”). For the sake of clarity, the Sanare Settlement Production Share represents approximately forty-one percent (~41%) of Sanare’s VR 229 Working Interest. Sanare grants Fieldwood the right and authority to take, and Fieldwood shall take, production volume above and beyond the Sanare Settlement Production Share to satisfy the Settlement Payment, which equates to approximately twenty-nine (~29%) of the gross working interest (the “Fieldwood Settlement Production Share”). After deducting the ONRR royalty burden associated with the Fieldwood Settlement Production Share, one hundred percent of the remaining revenue from the Fieldwood Settlement Production Share shall be applied to the Settlement Payment until it is paid in full. Should Sanare not comply with the terms and conditions of this Agreement, Fieldwood reserves the right, at its sole option, to revoke and terminate Sanare’s ability to take in kind Sanare’s Settlement Production Share and shall have the option and authority to notify any purchasers and/or transporters of the same. Nothing herein modifies or amends Sanare’s obligation to pay 100% of all expenses associated with Sanare’s VR 229 Working Interest when due under the VR 229 JOA. Additionally, Sanare shall be solely responsible for its share of the ONRR royalty burdening the Sanare Settlement Production Share; AND

1.3 Fieldwood will make commercially reasonable efforts to provide Sanare a full reconciliation of both JIB and revenue accounts by the 25<sup>th</sup> of each month beginning March 25<sup>th</sup> and continuing each month until all requirements under this Agreement have been met; AND

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<sup>2</sup> The Parties acknowledge that the Settlement Payment identified herein will be reconciled pursuant to Article 1.3 on or before March 25, 2021. The Parties shall agree on the final Settlement Payment on or before March 31, 2021. If the Parties are not able to agree on the final Settlement Payment on or before March 31, 2021, the Parties agree to attend non-binding mediation to resolve the dispute. The mediation shall occur on or before April 30, 2021. If the Parties are not able to resolve the dispute through mediation, the Parties have the right to litigate the dispute to the United States Bankruptcy Court for the Southern District of Texas, Houston, Division.



- 1.4 For the purposes of monthly reconciliation of volumes produced under the VR 229 JOA through February 2021, Fieldwood shall provide Sanare volume statements and product pricing for volumes withheld from July 2020 through February 2021. Until Sanare satisfies its obligation to pay the Settlement Payment, Fieldwood will provide Sanare monthly volume statements and product pricing for VR 229 related volumes withheld pursuant to this Agreement; AND
- 1.5 Sanare shall be responsible and shall pay one hundred percent (100%) of all pre and post Effective Date overriding royalty interests burdening Sanare's VR 229 Working Interest.
2. At such time as the Settlement Payment has been satisfied in full and Sanare is not otherwise in default under the VR 229 JOA, where such default arose between the date of the Agreement and receipt by Fieldwood of the full Settlement Payment, Sanare shall be allowed to take-in-kind its full working interest share of VR 229 production volume as provided for the in the VR 229 JOA
3. Fieldwood acknowledges that as of the Effective Date of this Agreement, Sanare does not owe Fieldwood any overriding royalty interests ("ORRIs") associated with the four leases identified in Fieldwood's Original Petition section IV.A. filed in the State Court Lawsuit.
4. At such time that (i) Fieldwood received the Settlement Payment and (ii) no defaults have arisen between the Effective Date of this Agreement and receipt by Fieldwood of the full Settlement Payment with respect to any Future Joint Interest Billings related to the AR JOAs, the VR 229 JOA and/or any ORRIs associated with the four leases referenced in paragraph 3, each Party, on behalf of itself and its predecessors, successors, assigns, affiliates, subsidiaries, parent company, owners, investors and their respective officers, directors, employees, representatives, insurers, principals, and owners hereby releases and forever discharges the other Party, its predecessors, successors, assigns, subsidiaries, partners, and their respective affiliates, officers, directors, employees, representatives, insurers, principals, and owners for and from any and all claims, demands, causes of action, costs, expenses, payments, charges, interest, and/or liabilities in connection with or arising out of the Fieldwood Joint Interest Billings, the Sanare Joint Interest Billings and the VR 229 Revenue (together, the "Claims").
  - 4.1 Notwithstanding the foregoing, the Parties agree that this release is not releasing Sanare from its obligations to pay the overriding royalty interests ("ORRIs") associated with the four leases identified in Fieldwood's Original Petition section IV.A. filed in the State Court Lawsuit.
5. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective predecessors, parents, owners, affiliates, subsidiaries, principals, successors, and assigns.
6. The Parties agree to cooperate and execute any additional documents as are reasonably requested or required to carry out the terms of the Agreement if any.
7. No later than seven days after execution of this Agreement, the Parties will file:
  - (a) a motion to approve the terms of this Agreement under Federal Rule of Bankruptcy



Procedure 9019 (the “9019 Motion”) and (b) a proposed order related to the 9019 Motion (as entered by the Bankruptcy Court, the “9019 Order”).

8. No later than seven days after the execution of this Agreement, the Parties shall file with the Bankruptcy Court a joint stipulation staying the Adversary Proceeding pending satisfaction of the obligations under this Agreement. No later than seven days after (i) receipt by Fieldwood of the full Settlement Payment and (ii) no defaults have arisen between the Effective Date of this Agreement and receipt by Fieldwood of the full Settlement Payment with respect to any Future Joint Interest Billings related to the AR JOAs, the VR 229 JOA and/or any ORRIs associated with the four leases referenced in paragraph 3, the Parties shall file with the Bankruptcy Court a joint stipulation dismissing the Adversary Proceeding with prejudice.

9. For the avoidance of doubt, the Settlement Payment shall not be subject to any contest, attack, rejection, recovery, claw-back, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law. To the extent all or any portion of the Settlement Amount becomes subject to any proceeding related to Sanare and wherein any such contest, attack, rejection, recovery, claw-back, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law is asserted, Sanare represents and warrants that it will take all reasonable efforts to contest such efforts.

10. The Parties acknowledge and agree that this Agreement is not an admission of liability or responsibility on the part of either Party.

11. This Agreement supersedes any prior written or oral communications with respect to the settlement of the matters addressed herein and may not be modified except by writing signed by all of the Parties.

12. The Parties hereby warrant that they have the right and authority to enter into this Agreement pursuant to the terms set forth herein.

13. Unless specifically provided for herein, nothing in this Agreement shall modify or amend the terms of the VR 229 JOA or the AR JOAS.

14. The Parties acknowledge that promises, covenants, releases, and recitals in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

15. This Agreement has been duly authorized and constitutes a legal, valid and binding obligation of each Party hereto, and is enforceable against each of them in accordance with its terms. To the extent that any part of this Agreement is subsequently declared by any court of competent jurisdiction, or by any other body having authority to do so, to be void or otherwise unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

16. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN

ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICTS OF LAW WHICH MAY APPLY THE LAWS OF ANOTHER JURISDICTION. THE PARTIES HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION WITH RESPECT TO ANY MATTER RELATING TO OR ARISING OUT OF THIS AGREEMENT.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Fieldwood and Sanare do hereby execute and agree to this Agreement as of the date first set forth above. This Agreement may be executed, originally or by electronic reproduction, in multiple counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

**FIELDWOOD ENERGY LLC**


By: John H. Smith  
Name: John H. Smith  
Title: SVP, Business Development  
Date: 3/8/21

WITNESS:


By: William B. Swingle  
Printed Name: William B. Swingle


By: Amptailini  
Printed Name: 3/8/21

**SANARE ENERGY PARTNERS LLC**

By:   
Name: Charles Roubeau  
Title: PRESIDENT & CEO  
Date: 3/8/2021

**WITNESS:**

By:   
Printed Name: Brian H. Macmillan

By:   
Printed Name: Marisela Chapa

**EXHIBIT "A"**

ATTACHED TO AND MADE A PART OF A CERTAIN SETTLEMENT AGREEMENT MADE  
EFFECTIVE JANUARY 28, 2021 BY AND BETWEEN FIELDWOOD ENERGY LLC AND SANARE  
ENERGY PARTNERS LLC

**FIELDWOOD JOINT INTEREST BILLINGS**

Owner Name	Well Code	Well Name	Invoice Code	Invoice Date	Outstanding
SANARE ENERGY PARTNERS, LLC	Estimate	February Estimate		2/28/2021	\$65,000.00
SANARE ENERGY PARTNERS, LLC	GRCHENPF	GRAND CHENIER SEP FAC aka GCSF	162551	12/18/2019	\$41,365.88
SANARE ENERGY PARTNERS, LLC	GRCHENPF	GRAND CHENIER SEP FAC aka GCSF	162553	12/18/2019	\$24,532.85
SANARE ENERGY PARTNERS, LLC	GRCHENPF	GRAND CHENIER SEP FAC aka GCSF	163768	1/20/2020	\$6,371.92
SANARE ENERGY PARTNERS, LLC	GRCHENPF	GRAND CHENIER SEP FAC aka GCSF	162552	12/18/2019	\$5,403.71
SANARE ENERGY PARTNERS, LLC	GRCHENPF	GRAND CHENIER SEP FAC aka GCSF	166088	3/29/2020	\$5,031.52
SANARE ENERGY PARTNERS, LLC	GRCHENPF	GRAND CHENIER SEP FAC aka GCSF	166091	3/29/2020	\$3,281.16
SANARE ENERGY PARTNERS, LLC	GRCHENPF	GRAND CHENIER SEP FAC aka GCSF	166089	3/29/2020	\$2,949.85
SANARE ENERGY PARTNERS, LLC	GRCHENPF	GRAND CHENIER SEP FAC aka GCSF	163765	1/20/2020	\$1,840.74
SANARE ENERGY PARTNERS, LLC	GRCHENPF	GRAND CHENIER SEP FAC aka GCSF	167196	4/29/2020	\$547.55
SANARE ENERGY PARTNERS, LLC	GRCHENPF	GRAND CHENIER SEP FAC aka GCSF	163764	1/20/2020	\$203.12
SANARE ENERGY PARTNERS, LLC	GRCHENPF	GRAND CHENIER SEP FAC aka GCSF	166090	3/29/2020	\$146.86
SANARE ENERGY PARTNERS, LLC	GRCHENPF	GRAND CHENIER SEP FAC aka GCSF	169603	6/10/2020	\$146.18
SANARE ENERGY PARTNERS, LLC	GRCHENPF	GRAND CHENIER SEP FAC aka GCSF	163767	1/20/2020	\$74.65
SANARE ENERGY PARTNERS, LLC	GRCHENPF	GRAND CHENIER SEP FAC aka GCSF	163766	1/20/2020	\$29.90
SANARE ENERGY PARTNERS, LLC	GRCHENPF	GRAND CHENIER SEP FAC aka GCSF	144037	10/30/2018	-\$0.01
SANARE ENERGY PARTNERS, LLC	HIPSPLSYS	HIGH ISLAND P/L-SYSTEM	163751	1/15/2020	\$18,031.74
SANARE ENERGY PARTNERS, LLC	HIPSPLSYS	HIGH ISLAND P/L-SYSTEM	164969	2/12/2020	\$15,903.48
SANARE ENERGY PARTNERS, LLC	HIPSPLSYS	HIGH ISLAND P/L-SYSTEM	167144	4/9/2020	\$14,426.42
SANARE ENERGY PARTNERS, LLC	HIPSPLSYS	HIGH ISLAND P/L-SYSTEM	166081	3/26/2020	\$13,322.72
SANARE ENERGY PARTNERS, LLC	HIPSPLSYS	HIGH ISLAND P/L-SYSTEM	162542	12/16/2019	\$11,328.06
SANARE ENERGY PARTNERS, LLC	HIPSPLSYS	HIGH ISLAND P/L-SYSTEM	168334	5/13/2020	\$9,705.34
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	168450	5/31/2020	\$37,717.80
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	170746	7/31/2020	\$37,717.80
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	170750	7/31/2020	\$37,717.80
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	171895	8/31/2020	\$37,717.80
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	173688	10/31/2020	\$37,717.80
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	174397	11/30/2020	\$37,717.80
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	175093	12/31/2020	\$37,717.80
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	175791	1/28/2021	\$37,717.80
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	161427	11/30/2019	\$35,853.43
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	162590	12/31/2019	\$35,853.43
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	163816	1/30/2020	\$35,853.43
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	164994	2/29/2020	\$35,853.43
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	168104	3/31/2020	\$35,853.43
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	167202	4/30/2020	\$35,853.43
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	172910	9/30/2020	\$34,067.69
SANARE ENERGY PARTNERS, LLC	SM040PFJA	SOUTH MARSH IS 040 P/F-JA	172909	9/30/2020	\$3,650.11
SANARE ENERGY PARTNERS, LLC	SP89BPLT	SOUTH PASS 089 P/F-B	156274	7/8/2019	\$643.65
SANARE ENERGY PARTNERS, LLC	SP89BPLT	SOUTH PASS 089 P/F-B	157526	8/6/2019	\$643.65
SANARE ENERGY PARTNERS, LLC	SP89BPLT	SOUTH PASS 089 P/F-B	158916	9/6/2019	\$643.65
SANARE ENERGY PARTNERS, LLC	SP89BPLT	SOUTH PASS 089 P/F-B	160122	10/3/2019	\$643.65
SANARE ENERGY PARTNERS, LLC	SS252F04	SHIP SHOAL 252 #F004	165673	2/29/2020	\$7,485.43
SANARE ENERGY PARTNERS, LLC	SS252F04	SHIP SHOAL 252 #F004	171493	7/31/2020	\$3,843.78
SANARE ENERGY PARTNERS, LLC	SS252F04	SHIP SHOAL 252 #F004	172558	8/31/2020	\$2,472.41
SANARE ENERGY PARTNERS, LLC	SS252F04	SHIP SHOAL 252 #F004	167996	4/30/2020	\$2,416.77
SANARE ENERGY PARTNERS, LLC	SS252F04	SHIP SHOAL 252 #F004	162152	11/30/2019	\$2,122.39
SANARE ENERGY PARTNERS, LLC	SS252F04	SHIP SHOAL 252 #F004	164586	1/31/2020	\$1,937.37
SANARE ENERGY PARTNERS, LLC	SS252F04	SHIP SHOAL 252 #F004	163353	12/31/2019	\$1,534.01
SANARE ENERGY PARTNERS, LLC	SS252F04	SHIP SHOAL 252 #F004	166810	3/31/2020	\$1,350.69
SANARE ENERGY PARTNERS, LLC	SS252F04	SHIP SHOAL 252 #F004	169207	5/31/2020	\$897.36
SANARE ENERGY PARTNERS, LLC	SS252F04	SHIP SHOAL 252 #F004	170351	6/30/2020	\$890.02
SANARE ENERGY PARTNERS, LLC	SS252F04	SHIP SHOAL 252 #F004	174791	11/30/2020	\$594.90
SANARE ENERGY PARTNERS, LLC	SS252F04	SHIP SHOAL 252 #F004	174123	10/31/2020	\$539.08
SANARE ENERGY PARTNERS, LLC	SS252F04	SHIP SHOAL 252 #F004	173416	9/30/2020	\$203.85
SANARE ENERGY PARTNERS, LLC	SS252F04	SHIP SHOAL 252 #F004	175504	12/31/2020	\$51.02
SANARE ENERGY PARTNERS, LLC	SS252F04	SHIP SHOAL 252 #F004	176195	1/31/2021	\$35.14
SANARE ENERGY PARTNERS, LLC	VENICEDHYD	SOUTH PASS 089 VENICE DEHY	167185	4/26/2020	\$1,656.93
SANARE ENERGY PARTNERS, LLC	VENICEDHYD	SOUTH PASS 089 VENICE DEHY	168408	5/27/2020	\$166.82
SANARE ENERGY PARTNERS, LLC	VENICEDHYD	SOUTH PASS 089 VENICE DEHY	163742	1/14/2020	\$10.64
SANARE ENERGY PARTNERS, LLC	VR229	VERMILION 229 (ACCR)	176426	2/22/2021	\$773,372.75
					<b>\$1,598,380.36</b>

**EXHIBIT "B"**

ATTACHED TO AND MADE A PART OF A CERTAIN SETTLEMENT AGREEMENT MADE  
EFFECTIVE JANUARY 28, 2021 BY AND BETWEEN FIELDWOOD ENERGY LLC AND SANARE  
ENERGY PARTNERS LLC

**SANARE JOINT INTEREST BILLINGS**

<b>Well Code</b>	<b>Well Name</b>	<b>Invoice Code</b>	<b>Invoice Date</b>	<b>Outstanding</b>	<b>Type</b>
	IMBALANCE	919SS253PF	11/18/2019	-\$285.12	IMBALANCE
	IMBALANCE	819SS253PF	10/28/2019	-\$156.11	IMBALANCE
	IMBALANCE	120SS253PF	03/17/2020	-\$140.77	IMBALANCE
	IMBALANCE	1019SS253PF	12/18/2019	-\$19.01	IMBALANCE
SP017A23	SOUTH PASS 017 #A023	MC21082019	01/22/2020	\$3,505.17	LEASE GAS FUEL
SP017A23	SOUTH PASS 017 #A023	MC21072019	01/22/2020	\$6,034.25	LEASE GAS FUEL
SP017A23	SOUTH PASS 017 #A023	MC21012020	02/27/2020	\$9,909.52	LEASE GAS FUEL
SP017A23	SOUTH PASS 017 #A023	MC21102019	01/22/2020	\$10,546.10	LEASE GAS FUEL
SP017A23	SOUTH PASS 017 #A023	MC21092019	01/22/2020	\$11,052.18	LEASE GAS FUEL
SP017A23	SOUTH PASS 017 #A023	MC21122019	01/22/2020	\$13,572.57	LEASE GAS FUEL
SP017A23	SOUTH PASS 017 #A023	MC21112019	01/22/2020	\$14,425.19	LEASE GAS FUEL
SM040PFJA	SOUTH MARSH IS 040 P/F-JA	563	03/18/2020	\$15,680.17	JIB
SM040PFJA	SOUTH MARSH IS 040 P/F-JA	573	04/13/2020	\$22,817.84	JIB
				<b>\$106,941.98</b>	